

# **Exhibit A**

## **Assets to Be Sold**



**REMIT TO** Alfred T. Giuliano  
Trustee for University of the Arts  
2301 E. Evesham Road  
Pavilion 800, Suite 210  
Voorhees, NJ 08043

**BUYER** Woodmere Art Museum  
**ADDRESS** 9201 Germantown Avenue  
Philadelphia, PA 19118

Account Code	Pages
WDMR	1 of 2
Account #	Date
32500456841	2/11/2025
Invoice #	Total
737887	28,089.00

QTY	SKU/LOT #	DESCRIPTION	CATEGORY	LOCATION	UNIT PRICE	LINE TOTAL
4	OH1-866	LOLL PICNIC TABLE W/BENCHES	OUTDOOR FURN.	HAMILTON CT	467.97	1,871.88
1	OH1-867	LOT LOLL RAPSON CAVE CHAIR W/OTTOMAN	OUTDOOR FURN.	HAMILTON CT	1,126.47	1,126.47
10	OH1-868	LOLL LOLLYGAGGER LOUNGER	OUTDOOR FURN.	HAMILTON CT	192.97	1,929.70
3	OH1-869	LOLL FIRE BENCH	OUTDOOR FURN.	HAMILTON CT	442.97	1,328.91
3	OH1-870	LOLL LOLLYGAGGER SOFA	OUTDOOR FURN.	HAMILTON CT	412.97	1,238.91
2	OH1-871	LOLL FRESH AIR BAR TABLE W/STOOLS	OUTDOOR FURN.	HAMILTON 1	442.97	885.94
18	OH2-009	HERMAN-MILLER SETU CHAIR	OFFICE FURN.	HAMILTON 2	304.97	5,489.46
12	LH2-010	FLOCK FABRIC OTTOMAN	LOUNGE FURN.	HAMILTON 2	67.97	815.64
1	LH2-001	KNOLL MID CENTURY TWO-SEATER SET <i>BEIGE LEATHER</i>	LOUNGE FURN.	HAMILTON 2	5,222.91	5,222.91
3	LH2-011	HERMAN MILLER SAYL CHAIR W/CASTERS	LOUNGE FURN.	HAMILTON 2	226.97	680.91
2	LH2-012	HERMAN MILLER SAYL CHAIR W/LEGS	LOUNGE FURN.	HAMILTON 2	122.97	245.94
1	MH1-778	KURZWEIL PC88MX	MUSIC INST.	HAMILTON 1	325.00	325.00
2	LH2-004	KNOLL BRNO LEATHER WAITING CHAIRS W/ STAINLESS STEEL U LEGS	LOUNGE FURN.	HAMILTON 2	592.97	1,185.94
1	OH2-011	HERMAN MILLAR EMBODY CHAIR	OFFICE FURN.	HAMILTON 2	717.97	717.97
1	AO0-001	MITZI MELNICOFF PAINTING	ART	HAMILTON 1	175.00	175.00
1	OGB-232	LOT STACKABLE SLED CHAIR	OFFICE FURN.	GERSHMAN B	200.00	200.00

#### Terms and Conditions for the Sale of University Assets.

This is a formal invoice and acceptance of an offer. All offers are subject to oversight and approval by the Delaware Bankruptcy Court and all designated lenders, trustees, and officers. You will be notified only if your offer is approved. Payment terms - A cashier's check made out to the remittance address for the total amount. All Sales Are Final - All items are sold on an "as is, where is" basis. The University makes no warranties or representations of any kind, express or implied, regarding the condition, functionality, or suitability of the items for any purpose. No returns, exchanges, or refunds will be accepted under any circumstances. Buyer Responsibility for Removal and Transportation - Buyers are solely responsible for the removal and transportation of purchased items. The University will not provide any assistance in moving, loading, or transporting items. Use of Licensed Contractors - For items that are heavy or cumbersome, connected to gas, electricity, or any other utility, buyers must use licensed and insured contractors for disconnection and removal. The University will not be liable for any damages or injuries resulting from the removal or transportation of purchased items. Liability Waiver - By purchasing items, buyers agree to indemnify and hold harmless the University, its officers, employees, agents, contractors, and consultants from any and all claims, damages, or liabilities arising from the purchase, removal, transportation, or use of the items. Inspection of Items - Buyers are encouraged to inspect items prior to purchase. The University will not be responsible for any discrepancies or defects discovered after a sale. Compliance with Laws and Regulations - Buyers must comply with all applicable laws, regulations, and safety standards in the removal, transportation, and use of purchased items. By participating in the sale, buyers acknowledge that they have read, understood, and agreed to these terms and conditions. The Notice Parties will have three (3) business days after service of a Sale Notice to file and serve any objections to a De Minimis Sale (the "Notice Period"). Any objections to a De Minimis Sale (each, an "Objection") must: (a) be in writing; (b) set forth the name of the objecting party; (c) provide the basis for the objection and the specific grounds therefor; (d) be filed with the Court; and (e) be served on the Notice Parties and on Chipman Brown Cicero & Cole, LLP, Hercules Plaza, 1513 North Market Street, Suite 5400, Wilmington, Delaware 19801 (Attn: David W. Carlschoff, Esquire) as counsel to the Trustee (collectively, the "Objection Parties"), so as to be received by all such parties on or before 4:00 p.m. (Prevailing Eastern Time) on the last day of the Notice Period; If no written Objection from any of the Notice Parties is received by the Trustee within three (3) business days after the date of the service of such Sale Notice, then the Trustee is authorized to immediately consummate such sale; If an Objection to a De Minimis Sale is properly filed and served then the De Minimis Asset(s) subject to the Objection shall only be sold upon either the consensual resolution of the objection by the parties in question or further order of the Court. If no resolution to the objection is reached, the Trustee shall schedule a hearing to consider the proposed sale of any De Minimis Assets subject to the Objection.

Unique Items/Page	Total Items/Page	Page Total
16	65	23,440.58
		Reference #
1 737887	\$28089.00 32500456841	4569916

### \*\*\* FOR INTERNAL USE ONLY \*\*\*

WHAT IS THE BUYER'S FORMER/CURRENT RELATIONSHIP TO THE UNIVERSITY?

☒ NONE
 ☐ EMPLOYEE
 ☐ ADMIN/OFFICER
 ☐ ALUM/STUDENT

☐ CONTRACTOR
 ☐ VENDOR
 ☐ ACADEMIC PTNR.
 ☐ OTHER (AS NOTED)

HAVE ALL OF THE ITEMS LISTED ABOVE RECEIVED AT LEAST THREE (3) OFFERS?

☒ YES
 ☐ NO
 ☐ NO WITH EXCEPTION NOTED

Woodmere Art Museum (Buyer) Signature

<b>BUYER</b>	Woodmere Art Museum
<b>ADDRESS</b>	9201 Germantown Avenue Philadelphia, PA 19118

Account Code	Pages
<b>WDMR</b>	<b>2 of 2</b>
Account #	Date
<b>32500456841</b>	<b>2/11/2025</b>
Invoice #	Total
<b>737887</b>	<b>28,089.00</b>

[illegible]

**Terms and Conditions for these or University Assets.** The following terms and conditions apply to all offers are subject to oversight and approval by the Delaware Bankruptcy Court and all designated lenders, trustees, and officers. You will be notified only if your offer is approved. **Payment Terms.** A cashless check made out to the remittance address for the total amount. All Sales Are Final - All items are sold on an "as is, where is" basis. The University makes no warranties or representations of any kind, express or implied, regarding the condition, functionality, or suitability of the items for any purpose. No returns, exchanges, or refunds will be accepted under any circumstances. **Buyer Responsibility for Removal and Transportation.** Buyers are solely responsible for the removal and transportation of purchased items. The University will not provide any assistance in moving, loading, or transporting items. Use of Licensed Contractors - For items that are heavy or cumbersome, connected to gas, electricity, or any other utility, buyers must use licensed and insured contractors for disconnection and removal. The University will not be liable for any damages or injuries resulting from the removal or transportation of purchased items. **Liability Waiver.** By purchasing items, buyers agree to indemnify and hold harmless the University, its officers, employees, agents, contractors, and contractors from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the University or its officers, employees, agents, contractors, or contractors in connection with the purchase of the items. The University will not be responsible for any discrepancies or defects discovered after a sale. Compliance with Laws and Regulations - Buyers must comply with all applicable laws, regulations, and safety standards in the removal, transportation, and use of purchased items. By participating in the sale, buyers acknowledge that they have read, understood, and agreed to these terms and conditions. **The Notice Parties will have three (3) business days after service of a Sale Notice to file and serve any objections to a De Minimis Sale ("the Notice Period").** Any objections to a De Minimis Sale (each, an "Objection") must: (a) be in writing; (b) set forth the name of the objecting party; (c) provide the basis for the objection and the specific grounds therefor; (d) be filed with the Court; and (e) be served on the Notice Parties and on Chapman Brown Cicero & Cole, LLP, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801 (Attn: David W. Carickhoff, Esquire) as counsel to the Trustee (collectively, the "Objection Parties"), so as to be received by all such parties on or before 4:00 p.m. (Pennsylvania Eastern Time) on the third business day after the date of the Notice. If such an Objection is not received within three (3) business days after the date of the Notice, then the Trustee is authorized to immediately consummate such sale; if an Objection to a De Minimis Sale is properly filed and served then the De Minimis Asset(s) subject to the Objection shall only be sold upon either the consensual resolution of the objection by the parties in question or further order of the Court. If no resolution to the objection is reached, the Trustee shall schedule a hearing to consider the proposed sale of any De Minimis Assets subject to the Objection.

Unique Items/Page	Total Items/Page	Page Total
8	34	4,648.42
		Reference #
737887 \$28089.00 32500456841		4569916

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<input checked="" type="checkbox"/> NONE	<input type="checkbox"/> EMPLOYEE	<input type="checkbox"/> ADMIN/OFFICER	<input type="checkbox"/> ALUM/STUDENT
<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> VENDOR	<input type="checkbox"/> ACADEMIC PTNR.	<input type="checkbox"/> OTHER (AS NOTED)

<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NO WITH EXCEPTION NOTED
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Woodmere Art Museum (Buyer) Signature

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